



Staff Report

May 8, 2018

TO: Honorable Mayor and Members of the Town Council
FROM: Robert F. King, Town Planner
DATE: May 8, 2018
RE: Nute Road Minor Land division Project #18-01 Initial Study\Mitigated Negative Declaration Award of Environmental Services Agreement

Recommendation

Adopt the resolution awarding the Environmental Services Agreement to Analytical Environmental Services, Inc and authorizing the Town Manager to execute an agreement acceptable to the Town for the preparation of an Initial Study\Mitigated Negative Declaration (ISMND) consistent with the California Environmental Quality Act (CEQA) for the evaluation of the proposed Minor Subdivision Project #18-01 not to exceed \$26,120.

Issue Statement and Discussion

Rod Enright, Elizabeth Enright, Mike Kaluza and Christina Kaluza (the "Applicants") have submitted an application for the approval of a Minor Subdivision of certain real property located east of Barton Road, along Nute Road, within the Town of Loomis, County of Placer, California and further identified as APNs: 045-170-012 and 045-170-071 (the "Property"). Upon review of the application, it was determined an ISMND is required as per the CEQA Guidelines.

Staff sent out Request for Proposals to five qualified environmental consulting firms and received one proposal. It was reviewed by the Town Manager, Town Engineer, and Town Planner and after evaluation Analytical Environmental Services, Inc (AES) was selected to prepare the ISMND based on the following factors.

1. AES's proposal showed a better understanding of the project's issues and was specific in addressing the objectives of the Town.
2. AES had a short timeline, maintaining a tight schedule for project completion.
3. The AES proposal's cost was the within the anticipated mean cost for such a project.

4. AES previous experience in the Loomis area, along with experience in similar projects, assures the work will be done on time and on budget.

CEQA Requirements

As required by the California Environmental Quality Act, AES will prepare an ISMND to evaluate the Minor Subdivision of certain real property located along Nute Road, within the Town of Loomis.

Financial and/or Policy Implications

The project applicants, has signed a Reimbursement Agreement with the Town, to fund the cost of the preparation of the ISMND and deposited the full cost of its preparation in the Town' Trust account.

Attachments

- A. Resolution
- B. Contract for Services

TOWN OF LOOMIS

RESOLUTION NO. 18- XX

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS AWARDED AN ENVIRONMENTAL SERVICES AGREEMENT TO ANALYTICAL ENVIRONMENTAL SERVICES, INC AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT ACCEPTABLE TO THE TOWN FOR THE PREPARATION OF AN INITIAL STUDY\MITIGATED NEGATIVE DECLARATION FOR A MINOR LAND DIVISION OF CERTAIN REAL PROPERTY LOCATED ALONG NUTE ROAD (APPLICATION #18-01) NOT TO EXCEED \$26,120

WHEREAS, Rod Enright, Elizabeth Enright, Mike Kaluza and Christina Kaluza (the "Applicants") submitted an application to obtain a Minor Subdivision of certain real property located along Nute Road, within the Town of Loomis; and

WHEREAS, upon review of the application, it was determined that an Initial Study\Mitigated Negative Declaration (ISMND) is required as per the California Environmental Quality Act (CEQA); and

WHEREAS, Staff sent out Request for Proposals to five qualified environmental consulting firms and received one proposal that were reviewed by the Town Manager, Town Engineer and Town Planner; and

WHEREAS, after careful evaluation, Analytical Environmental Services, Inc. was selected to prepare ISMND at a cost not to exceed \$26,120 and

WHEREAS, the project applicant has signed a Reimbursement Agreement with the Town to fund the cost of the preparation of the ISMND and deposited the full cost of its preparation in the Town's Trust Account.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Town of Loomis accepts the proposal of Analytical Environmental Services, Inc, and hereby authorizes the Town Manager to execute an agreement acceptable to the Town for the preparation of ISMND for the evaluation of a Minor Subdivision of certain real property located along Nute Road, within the Town of Loomis (Application #18-01) not-to-exceed \$26,120.

PASSED AND ADOPTED by the Council of the Town of Loomis this 8th day of May, 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Mayor

ATTEST:

Town Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on May 8, 2018, by and between the TOWN OF LOOMIS ("Town"), and Analytical Environmental Services, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the Town has need of a firm to prepare an Initial Study\Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for Application #18-01 Nute Road Minor Land Division; and,

WHEREAS, the Consultant has presented a proposal for such services to the Town, dated April 16, 2018 (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in Exhibit "A. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon receipt of written notice to proceed from the Town, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit "A."

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The Town Manager or designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of three months to the original term of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses, but in no event shall total compensation exceed \$26,120 without Town's prior written approval].

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish Town with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Town's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If work is halted at the request of the Town, compensation shall be based upon the proportion of the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 14 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by

Consultant, and the Town may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the Town from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Town in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF TOWN:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the Town, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the Town shall be entitled to, and the Consultant shall deliver to the Town, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the Town which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Town.

8. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the Town for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the Town may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall be as fully responsible to the Town for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the Town under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Town.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager determines in

writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code as directed by the Town.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work

under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of this Contract. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the Town, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the Town, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the Town shall be primary as respects the Town, its officers, officials, employees and any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not

contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000**. per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the Town.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the Town.

F. The requirement as to types, limits, and the Town's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply

with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Town: Robert F. King, Town Planner
Town of Loomis
3665 Taylor Road
Loomis, CA 95650

Consultant: David Zweig PE., President
Analytical Environmental Services, Inc. (AES)
1801 7th Street, Suite 100
Sacramento, CA 95811

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought in Placer County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

TOWN OF LOOMIS

By: _____

Sean Rabe'

Title: Loomis Town Manager

CONSULTANT

By: _____

David Zweig PE.,

**Title: President, Analytical
Environmental Services, Inc. (AES)**

EXHIBIT A

Schedule of Performance

Table of Contents

Statement of Qualifications	1
Statement of Ownership	1
Management Team	1
Organizational Chart	3
Relevant Project Experience	4
Project Team	9
Technical and Management Approach	9
Project Understanding	9
General Approach to Cost, Schedule, and Quality Control	10
Detailed Work Plan /Approach	11
Key Team Personnel	18
Alternate Team Personnel	20
Rate Sheet	21
Special Resources	22
Subcontractors	22

Statement of Qualifications

Analytical Environmental Services (AES) is a multidisciplinary environmental consulting firm located in Sacramento, California. AES specializes in the preparation of environmental documents that comply with the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and related regulatory requirements for a wide range of projects. We have the technical expertise and professional experience necessary to provide exceptional environmental compliance support for projects of all sizes, and have brought numerous projects of varying magnitudes and complexity to completion for an array of cities, counties, public agencies, and private firms. As a full-service environmental company, AES would work as an extension of Town staff utilizing our office workspace, materials, and equipment. AES maintains a state-of-the-art office building which includes the appropriate workspace, materials, and equipment to complete environmental compliance documents for projects of all sizes.



AES's management approach ensures that projects are completed in a smooth, cost-efficient, and timely manner. Our clients benefit from proactive problem solving that emphasizes anticipation and resolution of environmental issues early in the planning process. AES has repeatedly demonstrated the ability to work with local, state, and federal agencies to fill gaps in their internal expertise, providing services on time and within budget.

Our proposed team for the Town's project is led by David Zweig, a registered Professional Engineer (PE); Ryan Sawyer, an accomplished Project Director for a variety of CEQA and NEPA projects; Bibiana Alvarez, a Project Manager with substantial experience with capital improvement projects; and Pete Bontadelli, Agency Liaison, Director of Biological Resources and Permitting, and former director of the CDFW. This composition ensures that any environmental documentation and associated technical studies are approved by a licensed engineer, developed and reviewed by experienced environmental compliance professionals, with permitting and agency oversight from a former agency director.

Statement of Ownership

Analytical Environmental Services (AES) is a California Corporation owned by the company president, David Zweig. Mr. Zweig has been an owner of AES since it was founded in 2001. AES has been in business for more than 17 years, and has never been subject to a company merger or acquisition.

Management Team

David Zweig, PE, President/Principal-in-Charge

Education: B.S., Civil Engineering, University of California, Berkeley

Registration: California Registered PE (#C048031)

Mr. Zweig is a licensed civil engineer with over 25 years of experience in the preparation of CEQA and NEPA compliance documents for cities, counties, tribal, and private clients in support of large and small-scale development projects. He has overseen the completion of numerous environmental projects for residential,

mixed-use, and commercial developments. Mr. Zweig has extensive experience in permitting, regulatory compliance, and project management for complex, large-scale projects involving coordination with multiple jurisdictions and agencies. Mr. Zweig is very familiar with the regulatory issues faced by public agencies and is particularly adept at facilitating compliance with complex environmental laws.

Ryan Sawyer, AICP, Vice President/Project Director

Education: B.A., Environmental Studies & Geography, University of California, Santa Barbara

Certification: American Institute of Certified Planners (#023923)

Ms. Sawyer is a project director and environmental planning specialist with over 13 years of experience in the preparation of CEQA and NEPA compliance documents for a variety of local, state, and federal agencies, as well as an array of private clients. Her areas of expertise include regulatory process and compliance, agency coordination, public outreach, alternative analysis, and land use and growth-inducing impact analysis. Ms. Sawyer is adept at facilitating agency coordination and developing project-specific approaches to environmental compliance to guide the completion of projects on time and within budget. Ms. Sawyer's experience includes the preparation of environmental documents for federal and state agencies as well as local governments and jurisdictions, including Placer County, the City of Roseville and Sacramento County. She has a reputation for providing exceptional client service through attention to detail and applying a pro-active approach to project management.

Bibiana Alvarez, Project Manager

Education: B.S., Environmental Resource Science, University of California, Davis

Minor: Environmental Policy Analysis and Planning

Ms. Alvarez is an environmental science specialist experienced in all aspects of preparing CEQA and NEPA compliance documents. Her areas of expertise include drafting and analysis of project alternatives, land use, public services and infrastructure, land resources, growth-inducing impact analyses, responding to public and agency comments, budgeting, scheduling, and quality control. Ms. Alvarez's primary focus is to coordinate with stakeholders, sub-consultants, and the AES team to produce a thorough, technically accurate, legally defensible, and consistent compliance document that is tailored to fulfill the needs of each project. Ms. Alvarez currently serves as Project Manager or Deputy Project Manager on various CEQA and NEPA documents, including several infrastructure projects.

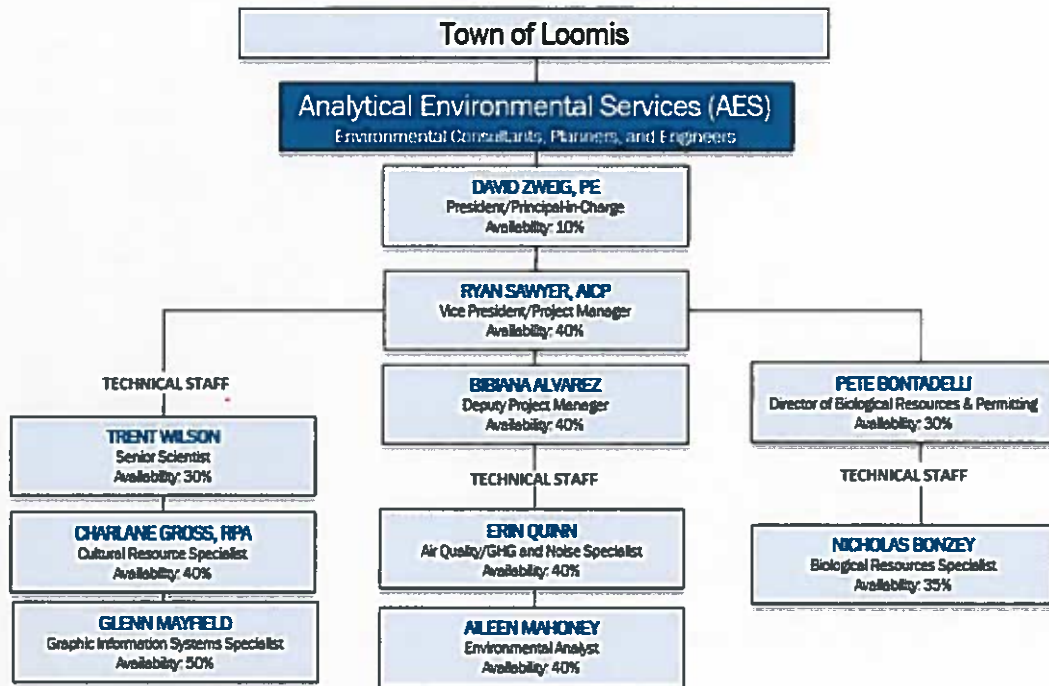
Pete Bontadelli, Director of Biology and Permitting

Education: B.A., Political Science, University of California, Davis

Mr. Bontadelli is a Project Director and has served as the head of the Biological Resources and Permitting group at AES since 2005. He has over 25 years of experience in working with governmental agencies at all levels and private businesses on collaborative efforts involving CEQA and NEPA compliance for a wide range of projects. Mr. Bontadelli is particularly knowledgeable and experienced in the field of environmental regulatory processes. He has successfully addressed CWA Section 404 and 401 permitting, wetland delineations, CDFW SAA, endangered species issues (including permitting), Section 7 consultations, and Natural Resource Damage Assessments. Prior to joining AES, Mr. Bontadelli served as Director of the CDFW.

Organizational Chart

Our technical staff includes approximately 30 professionals in a range of disciplines including biology, geology, hydrology, toxicology, cultural resources, air quality, socioeconomics, land use planning, urban design, and geographic information systems. The below chart shows the AES staff members that would be assigned to the Proposed Project.



Relevant Project Experience

AES has completed a wide array of projects within Placer County and the project region. The following detailed project descriptions underscore AES's experience in providing the specific services required by the Town.

Bickford Ranch Specific Plan Amendment

Placer County, CA

Key Project Elements

- Near Rural Loomis
- 939 single-family residential units, pedestrian trails, bike station, 28-acre school site, six acres of park
- Specific Plan, General Plan Amendment, Zoning Change, tentative map
- Development Agreement
- Extension of public utilities
- LAFCO SOI amendment



AES assisted Placer County with CEQA compliance for proposed revisions to the previously approved Bickford Ranch Specific Plan and 2004 certified EIR. Proposed project modifications include minor modifications to the layout of land uses within the project site and elimination of the village commercial and golf course components of the previously approved project. To determine the appropriate level of CEQA environmental review, AES prepared an Environmental Checklist with explanations that will document for all environmental topic areas any changes in circumstances, and whether such changes would result in new impacts or an increase in the severity of impacts discussed in the previous EIR. Based on this checklist review, Placer County determined that the proposed amendments to the Bickford Ranch Specific Plan would be adequately covered with the previous EIR with only minor changes and additions and, therefore, an addendum can be prepared. AES assisted the County in preparing an Addendum to the 2004 certified EIR, which was adopted by the Board of Supervisors on December 8, 2015.

Final Cost: \$143,580

Project Staff: David Zweig, Ryan Sawyer, Bibiana Alvarez, Trent Wilson, Erin Quinn, Glenn Mayfield

Subconsultants: Luke Saxelby (Noise); HydroScience (Water and Sewer Master Plans); Fehr and Peers (Traffic)

Project Dates: April, 2014- December, 2015

Client Reference: E.J. Ivaldi, Planning Director, (530) 745-3147

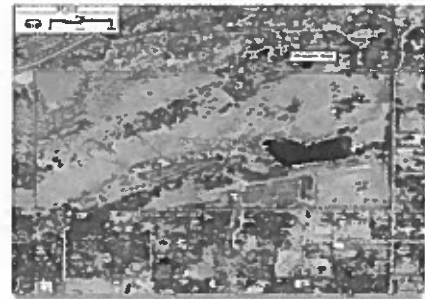
Placer County, Planning Department, 3091 County Center Dr., #140, Auburn, CA 95603

Hawk Homestead EIR

Placer County, CA

Key Project Elements

- Adjacent to Town of Loomis
- 109 single-family residential units, including equestrian lots
- Neighborhood farm and boathouse and recreational facilities
- General Plan Amendment/Community Plan Amendment and Rezone
- Conversion of Oak Woodlands
- AB52 Consultation



AES prepared an administrative draft EIR for the Hawk Homestead Project in Placer County. The project is a Planned Residential Development that includes 109 new detached single-family residential parcels and units on a 245.2-acre site in unincorporated Granite Bay, as well as 120-acres of open space, neighborhood farm, boathouse and recreational facilities, and approximately five miles of trails, including 0.6 miles of public use multi-purpose trails. Habitats on the project site include Valley Foothill Riparian Woodland and Blue Oak – Foothill Pine Woodland. Additionally, the site contains an approximately eight-acre pond, seasonal and riparian wetlands, and wetland swales. Special status species that will be addressed in the EIR include Valley Elderberry Longhorn Beetle, California Red-Legged Frog, Western Spadefoot Toad, Northwestern Pond Turtle, Western Burrowing Owl, Swainson's hawk, Tri-Colored Blackbird, Pallid Bat, Townsend's Big-eared Bat. Other issues that will be addressed in the EIR include, but are not limited to, traffic impact on local roadways, noise impacts on adjacent residences, potential cultural resources, potential aesthetic impacts on views overlooking the site, current drainage issues and flooding on neighboring properties, and water and wastewater supply and treatment. AES has assisted the County with consultation with local tribes pursuant to Senate Bill 18 (SB 18) and Assembly Bill 52 (AB 52). The project application was withdrawn November 2016.

Final Cost: \$330, 069

Project Staff: David Zweig, Ryan Sawyer, Bibiana Alvarez, Pete Bontadelli, Trent Wilson, Charlane Gross, Aileen Mahoney, Glenn Mayfield

Subconsultants: Luke Saxelby (noise), KD Anderson (traffic)

Project Dates: June, 2015 – November, 2016

Client Reference: Christ Schmidt, Senior Planner (530) 745-3000

County of Placer Planning Department, 3091 County Center Drive Auburn, CA 95603

City of Roseville WRSP Park IS/MND

City of Roseville, CA

Key Project Elements

- EIR Addendum
- City Park / Joint Use with High school
- Historic Resources on NRHP

AES is preparing an IS/MND for the City of Roseville's West Roseville Specific Plan (WRSP). The City's Parks, Recreation & Libraries Department is planning to construct Park Site F-56 within the WRSP Area, which was evaluated at a project-level within the 2004 Final EIR. Due to changed circumstances and several minor project changes proposed for Park F-56, the project requires preparation of an IS/MND that tiers from the 2004 Final EIR. Key environmental issues with this project include cultural resources, traffic and noise impacts, air quality and GHG emissions, and lighting.



Projected Cost: \$28,419

Project Staff: David Zweig, Ryan Sawyer, Bibiana Alvarez, Nick Bonzey, Erin Quinn, Charlane Gross, Aileen Mahoney, Glenn Mayfield

Subconsultants: Daly & Associates (cultural)

Project Dates: March, 2018 - Present

Client Reference: Tricia Steward, Senior Planner, (916) 774-5434
City of Roseville, 311 Vernon St., Roseville, California 95678

City of Folsom DPR Econome Family Park IS/MND

Sacramento County, CA

Key Project Elements

- 12-acre park with lighted fields
- Identified over 20 years ago as necessary recreation element
- Light pollution concerns from nearby residents
- Site accessed from six-lane, divided roadway

AES prepared an IS/MND for the City of Folsom Parks and Recreation Department Econome Family Park Project. The Proposed Park site is located at the southeastern corner of the intersection of Blue Ravine Road and Parkway Drive in the northeastern portion of the City. The park site would be developed as the northwestern terminus of the Humbug Willow Creek Trail of the Parkway. Access to the Proposed Park would be provided from Blue Ravine Road and Parkway Drive. Key environmental issues addressed within the IS/MND included potential impacts to water resources, biological surveys for special-status species, impacts to scenic resources, and traffic studies.



Final Cost: \$38,200

Project Staff: David Zweig, Trent Wilson, Erin Quinn

Subconsultants: Abrams Associates (traffic)

Project Dates: August 2015 to February 2016

Client Reference: James Simpson, City of Folsom Senior Park Planner (916) 355-7249
Parks and Recreation Department, 50 Natoma Street, Folsom, California 95630

Pacifica Senior Living Facility Project IS

City of Sacramento, Sacramento County, CA

Key Project Elements

- Demolition of an existing building in downtown Sacramento across the street from the historic Governor's Mansion
- Construction of an approximately 141-unit senior living facility with ground-level commercial space
- City of Sacramento Conditional Use Permit



AES prepared an Initial Study for the Pacifica Senior Living Facility Project located in Sacramento, California. The project consists of demolition of the existing Clarion Hotel located across the street from the historic Governor's Mansion and the construction of a four-story plus basement building with a gross footprint of approximately 167,788 square feet, which will include up to 100 Independent Living units and associated facilities, 41 Assisted Living units and associated facilities, an approximately 1,843-square foot Community Arts Center, and an approximately 12,361 square feet of ground-level commercial space. The Senior Living Facility would be classified in the City's Zoning Ordinance as a Residential Care Facility, requiring an application for a Special Permit (conditional use permit) from the City of Sacramento Planning and Design Commission. The analysis included impacts to the historic Governor's Mansion. The project is on-going.

Final Cost: \$36,874

Project Staff: David Zweig, Ryan Sawyer, Bibiana Alvarez, Erin Quinn, Glenn Mayfield

Subconsultants: Daly & Associates (cultural)

Project Dates: July, 2013 - Present

Client Reference: Colby Young (619) 296-9000

Pacifica Companies, LLC, 1785 Hancock Street, Suite 200, San Diego, CA 92110

Amoruso Ranch Specific Plan EIR

City of Roseville, Placer County, CA

Key Project Elements

- 694-acre area: 3,200 residential units and 135 acres of open space
- Mixed use commercial village center and regional commercial center
- General Plan amendment
- Development agreement



AES prepared an Environmental Impact Report for the Amoruso Ranch Specific Plan Project, which included processing of a Specific Plan and Design Guidelines, General Plan Amendments, Development Agreements, pre-zoning, sphere of influence amendment and annexation, and other entitlements for a 694-acre area located immediately north of the northwestern boundary of the City of Roseville within unincorporated Placer County. Land uses proposed for the site includes 3,200 residential units, 135 acres of open space, mixed use commercial village center, regional commercial center, and supporting infrastructure, including a school, fire station, and parks. Key environmental issues addressed in the EIR include direct, indirect, and cumulative impacts associated with air quality, greenhouse gas emissions, biological resources, hydrology and water quality, noise and vibration, public services, traffic, and utilities. The Draft EIR for the project was issued on March 1, 2016, and circulated for public review and comment for a 45-day period that ended April 15, 2016. AES prepared a Final EIR that responded to the comments received during the public review period. The Final EIR was made public in May 2016.

Final Cost: \$467,888

Project Staff: David Zweig, Ryan Sawyer, Bibiana Alvarez, Pete Bontadelli, Trent Wilson, Erin Quinn, Aileen Mahoney, Glenn Mayfield

Subconsultants: Luke Saxelby (noise)

Project Dates: December 2013-July 2016

Client Reference: Tricia Steward, Senior Planner (916) 774-5434
City of Roseville, 311 Vernon Street, Roseville, CA 95678

Project Team

Technical and Management Approach

AES's project management approach has consistently resulted in a reputation for technical expertise, dependability, and outstanding environmental services. In a Past Performance Evaluation of our clients conducted by Dun & Bradstreet, AES received 96% positive feedback for overall performance, reliability, and support, helping us stand out above the competition.

Project Team Organization

Our project team organization and management practices are simple but effective. As outlined in the organizational chart provided, AES has assigned an experienced Project Manager, Ms. Ryan Sawyer, to be responsible for all aspects of the Project. Among other duties, Ms. Sawyer will monitor costs, establish production milestones, and provide quality control oversight. She will also serve as the primary point of contact between the client and AES. AES also generally assigns a Deputy Project Manager to each project. For this Project, the deputy project manager will be Ms. Bibiana Alvarez. Ms. Alvarez will be responsible for completing one or more of the technical analyses and will remain familiar with all aspects of the Project throughout its lifecycle. This provides a secondary point of contact for the Town and ensures that progress is not halted in the absence of the Project Manager.

Quality control would be integrated and emphasized throughout the life of the project. The Project Manager and Deputy Project Manager would coordinate to ensure each section of the document is subject to multiple reviews for consistency and technical excellence. Each complete document would then be subject to line editing and a formatting review. A team approach to project management facilitates the highest levels of quality throughout all aspects of the document. Committed to completing projects on schedule and within budget, AES Project Managers practice proactive consultation with the client and all team members. Project managers keep clients, in-house technical experts, and subcontracted team members well-informed at all phases of the project. Such communication allows for early identification of potential problems, thereby allowing for the development of preventive solutions early in the planning process.

In-house technical specialists would be assigned to accomplish the tasks identified in the scope of work. In addition to specific areas of technical expertise, each member of the staff has been hand selected based on his or her prior experience with projects in the region. Building upon pre-existing working relationships results in product consistency, cost efficiency, and other benefits to a project. AES's project director Ms. Sawyer would be responsible for the overall corporate commitment for all services provided to the client. She will also be responsible for ensuring that consultant resources are available to complete the environmental process on time and within budget and will attend public hearings/meetings as necessary.

Project Understanding

The Proposed Project would divide two existing parcels located in the Town of Loomis (APN 045-170-012 - 15.6 acres and APN 045-170-071- 52.0 acres) into four new parcels and a remainder area. The project site is located east of Barton Road at its intersection with Nute Road. The existing parcels are zoned RA (4.6 acre minimum) and are occupied by the current owners. The surrounding parcels are all residential in nature with the Sierra De Montserrat Estates Development to the south and east. The four new parcel sizes are to be approximately 16.7 acres, 5.7 acres, 5.5 acres, and 15.4 acres; all in conformance with the RA zoning. The

remaining area is to be approximately 24.3 acres. The current owners will continue to reside on the 16.7 acre and 15.4 acre parcels. The 5.7 and 5.5 acre parcels are intended to be for sale. Nute Road extends through the project site and would provide access to the proposed parcels. While no construction is proposed as part of the project application, it is reasonably foreseeable that the project would ultimately lead to the construction of two new rural residential homes within the 5.7 and 5.5 acre parcels.

Critical Project Elements

AES has identified the following critical project elements and potential key environmental issues:

- **Definition of Area of Potential Effects and Scope of Impacts.** A carefully developed project description and area of potential effects map identifying the areas of the site that have the potential to be physically altered as a result of the Proposed Project will be key in focusing the scope of the analysis and associated resource studies. Although the project application indicates that no construction is proposed as part of the project, CEQA requires that the reasonably foreseeable consequences of a project be evaluated. As such we recommend that the IS address the impacts of potential construction of two new homes within the project site boundaries. This approach will be key to the development of a legally defensible document for the Town's discretionary actions associated with the project. At this time, AES anticipates that the area of potential effects from ground disturbing activities will be limited to the proposed 5.7 and 5.5 acres parcels, as well as any areas identified for infrastructure improvements, such as Nute Road and the proposed alignment of extended water lines and other utilities.
- **Water Supply.** Water supply for the two existing residences on the site is provided through groundwater and an existing 6 inch private water line owned by the property owners that connects to an existing distribution box at the PCWA canal in the adjacent subdivision. Per a memorandum provided in the RFP prepared by Cartwright Nor Cal, water supply for the two proposed residential parcels would also be served by groundwater and through new easements to be established that would allow for connection to the existing 6 inch water line. Consultation with PCWA is needed to establish whether or not the current water right agreement would allow for additional connections from this line. Additionally, groundwater pumping records must be reviewed to determine the adequacy of the groundwater table to serve the demands of two new residences.
- **Biological Resources/Trees.** The project site likely provide suitable foraging habitat for certain state listed species and raptors, such as Swainson's Hawk. Based on a review of aerial photos, the proposed residential lots appear to contain several large oak trees. Oak trees with the potential to be impacted will be inventoried and mitigation measures developed to off-set any impacts from tree removal.

General Approach to Cost, Schedule, and Quality Control

We use the following methods to deliver exceptional services to each of our valued clients:

- **Maximize use of existing information:** AES is committed to efficiency and avoiding redundant costs by relying on existing documentation to the extent possible. AES will pull from our growing experience working within Placer County and the surrounding areas to ensure that such documentation is not overlooked and utilized to the extent appropriate. Our level of effort for the Project shall be adjusted to account information readily available in previously completed studies. Information and analysis within these documents that is appropriate for incorporation into environmental compliance documents for the Town's project shall be identified early in the environmental review process and defined in the final work plan to ensure consistency and avoid duplicative efforts.

- **Establish a clear work plan, realistic schedule, and format expectations prior to initiation of work:** A clear and concise work plan, combined with a realistic scope, will be developed in coordination with Town staff to ensure projects stay within budget and on schedule. The preferred format of the lead agency will be established at the beginning of each project which avoids timely rewrites and expedites review by providing a familiar, previously approved layout with standardized language.
- **Initiate early consultation with jurisdictional agencies to instill cooperative working relationships:** AES has found that jurisdictional agencies are more supportive of projects in which they are consulted with from the beginning. Early consultation with jurisdictional agencies allows for early input in the project design and typically results in a more efficient process.
- **Maintain High Standards for Quality Control:** Quality control is integrated and emphasized throughout the life of the project. The Project Director and Project Manager coordinate to ensure each section of a document is subject to multiple reviews for consistency and technical adequacy. A senior technical analyst peer reviews any sections with modeling and/or more in-depth technical analysis. Each complete document is then subject to line editing and a formatting review prior to release. A team approach to project management fosters a collective interest in maintaining the highest levels of quality throughout all aspects of the document

Detailed Work Plan /Approach

Task 1: Kick-Off Meeting

AES will participate in a kick-off meeting with the Town to establish lines of communication, discuss the nature and format of services and documents to be prepared by AES, and obtain relevant documentation. Following this meeting, AES will review all project documentation and related planning materials to develop a final project schedule and work plan that meets the needs of the project.

Task 2: Administrative Draft Initial Study

AES will prepare an Initial Study (IS)/Mitigated Negative Declaration (MND) for the Proposed Project that meets the legal requirements of a complete, adequate, and objective statement of the Proposed Project's environmental consequences. The resulting CEQA documents will provide a concise, integrated source of information for the public, Town staff, and decision makers. AES will prepare an Administrative Draft IS for the Proposed Project that will consider all potentially significant environmental effects from implementation and include mitigation recommendations. For each major issue area included within the IS checklist, the general outline of the CEQA impact analysis will include the Environmental Setting, the Standards of Significance, Answers to the Checklist Questions, Mitigation Measures, and Findings. AES will establish the methodology for the analysis, determine and identify thresholds of significance, identify impacts, and identify feasible mitigation measures or methods to avoid significant impacts. Tasks relevant to the analysis for key issue areas are detailed below.

Agricultural Resources. Implementation of the Proposed Project may adversely affect agricultural resources. Given that the site does not appear to be actively farmed, and the Proposed Project appears to be generally consistent with the existing RA zoning for the site, AES anticipates that impacts would be less than significant. AES will complete the following tasks to determine the level of potential impacts and the need for mitigation:

- Review the relevant agriculture standards contained in the Town's General Plan and consider the applicability of planning policies and ordinances related to protecting the Town's agricultural lands.

- Incorporate findings into the Agriculture and Forestry Resources section of the IS Checklist and recommend appropriate mitigation measures to reduce any significant impacts and ensure consistency with relevant agriculture protection provisions of the Town's General Plan.

Aesthetics. Implementation of the Proposed Project would alter the visual character of the project site. AES will complete the following tasks to determine the level of potential impacts and the need for mitigation:

- Review the relevant visual quality standards contained in the Town's General Plan and consider the applicability of planning policies and ordinances related to aesthetics.
- Conduct reconnaissance field studies to assess the visual character of the project site and surrounding public view areas. Document existing visual conditions on the project site through photographs and detailed descriptions.
- Incorporate findings into the aesthetics section of the IS Checklist and recommend appropriate mitigation measures to reduce any significant impacts and ensure consistency with relevant visual quality and design standards of the Town's General Plan.

Air Quality/Greenhouse Gases. Implementation of the Proposed Project would result in some air quality and greenhouse gas (GHG) emissions from reasonably foreseeable construction activities and increasing the number of residences on the site. AES will complete the following tasks to determine the level of potential impacts and the need for mitigation:

- Identify the air quality standards applicable to the project site, as well as any germane State and federal standards.
- Identify the location of sensitive receptors that may be affected by the Proposed Project.
- Quantify the anticipated air quality and GHG emissions as a result of the Proposed Project. AES will use the latest version of the California Emissions Estimate Model (CalEEMod). AES will include a discussion of cumulative impacts associated with the implementation of the Proposed Project.
- Identify any potential air quality impacts resulting from the Proposed Project.
- Incorporate findings into the air quality and GHG sections of the IS Checklist and recommend appropriate and practical mitigation measures to reduce any identified potentially significant air quality impacts.

Biological Resources. Implementation of the Proposed Project may adversely affect protected biological resources (including associated habitats) if new access to protected areas is provided. AES will complete the tasks below to determine the level of potential biological impacts and the need for mitigation:

- Consider the Proposed Project in light of applicable State/federal regulatory frameworks, including:
 - Federal Endangered Species Act
 - Fish and Wildlife Coordination Act
 - Migratory Bird Treaty Act
 - Clean Water Act (Sections 401 and 404)
 - Magnuson Fisheries-Stevens Fishery Conservation and Management Act
 - California Endangered Species Act
 - California Fish and Wildlife Code
 - Porter-Cologne Water Quality Control Act

- Conduct a query of the California Natural Diversity Database/RareFind, California Native Plant Society's Electronic Inventory, and the California Wildlife-Habitat Relationships database, and obtain current special-status species lists for the Project area from the U.S. Fish and Wildlife Service. The results of these databases searches will be provided as an appendix to the IS.
- Conduct a biological field survey to assess the existing setting for biological resources and to establish the potential for occurrences of special-status species or critical habitat. During the field survey, existing habitat types within the project site will be mapped, and any waters of US will be identified. Trees within the area of potential effects (proposed 5.5 and 5.7 acre parcel areas) will be inventoried and identified.
- Incorporate findings into the biological resources section of the IS Checklist and recommend avoidance or mitigation measures to reduce any potentially significant impacts.

Cultural Resources. AES will complete the tasks below to determine the level of potential cultural resources impacts and the need for mitigation.

- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including CEQA Guidelines 15064.5 and PRC 21083.2.
- Conduct Native American consultation in accordance with AB 52.
- Conduct a records search at the Northwest Information Center of the California Historical Resources Information System.
- Conduct a pedestrian survey of the areas of potential effects within the project site (the 5.5 and 5.7 acre parcels) by a qualified archaeologist. The survey will record any newly identified sites on appropriate Department of Parks and Recreation forms. Records of previously identified sites will be updated, if necessary. This scope of work assumes that no more than two (2) relatively simple resources will require recordation or updating. Evaluation of site significance is not included in the enclosed cost estimate. If it is determined that identified site(s) need to be evaluated, AES will provide a detailed scope of work and cost estimate for this work.
- Incorporate findings into the cultural resources section of the IS Checklist and recommend appropriate mitigation measures to reduce any significant impacts.

Geology, Soils, and Seismicity. AES will complete the tasks below to determine the level of potential geologic impacts and the need for mitigation:

- Consider the Proposed Project in light of applicable State/federal regulatory frameworks, including:
 - Soil and Water Conservation Act
 - National Earthquake Hazards Reduction Program
 - Alquist-Priolo Earthquake Fault Zoning Act
 - Seismic Hazards Mapping Act
 - California Building Standards Code
- Identify soils types within the project area based on a review of U.S. Department of Agriculture soils surveys and field investigations to estimate the potential for erosion, settlement, and liquefaction.
- Review regional/local earthquake fault and seismic hazard maps to determine the potential for seismic related hazards.
- Incorporate findings into the geology and soils section of the IS Checklist and recommend appropriate mitigation measures to reduce any significant impacts.

Hazardous Materials and Hazards. AES will complete the tasks below to determine the level of potential impacts regarding hazards and hazardous material and the need for mitigation:

- Review the relevant local and regional planning policies and ordinances related to hazards and hazardous materials within the project site, including those contained in the Town's General Plan.
- Consider the Proposed Project in light of applicable State/federal regulatory frameworks, including:
 - Resources Conservation and Recovery Act
 - Hazardous and Solid Waste Management Acts
 - Comprehensive Environmental Response, Compensation, and Liability Act
- Review available internet databases to identify whether the project site is listed on various local, State, or federal hazardous materials databases. AES will also search online database resources regarding facilities or sites identified as meeting the "Cortese List" requirements pursuant to Government Code Section 65962.5.
- Incorporate findings into the hazards and hazardous materials section of the IS Checklist and recommend appropriate mitigation measures to reduce any significant impacts.

Hydrology and Water Quality. Implementation of the Proposed Project could alter the existing drainage patterns within the project site. AES will complete the following tasks during preparation of the Hydrology and Water Quality Section of the IS Checklist:

- Consider the Proposed Project in light of applicable State/federal regulatory frameworks, including the Clean Water Act and Porter-Cologne Water Quality Act.
- Using existing information, identify the general types and sources of water quality changes that may result from buildout of the project site.
- Evaluate potential impacts of runoff from the project site on the quality of receiving waters.
- Identify guidelines and policies of the Regional Water Quality Control Board, Environmental Protection Agency, and Town General Plan regarding water quality impacts from storm water runoff.
- Incorporate findings into the hydrology and water quality section of the IS Checklist and recommend appropriate mitigation measures to reduce any significant impacts.

Noise/Vibration. While significant vibrational changes to the existing noise environmental are not anticipated, construction activities associated with the development of new residences would temporarily result in an increase in the ambient noise environment, potential impacting sensitive receptors. AES will complete the following tasks to determine the level of potential impacts and the need for mitigation:

- Identify the noise level standards contained in the Town's General Plan Noise Element which are applicable to the project, as well as any germane State and federal standards.
- Identify the location of sensitive receptors that may be affected by the implementation of the Proposed Project.
- Identify all significant noise impacts resulting from the Proposed Project.
- Incorporate findings into the noise section of the IS Checklist and recommend appropriate and practical recommendations for noise and vibration control aimed at reducing any identified potential noise impacts to a level of insignificance.

Population and Housing. The Proposed Project is generally consistent with existing RA zoning allowable density, and therefore would not result in unanticipated demands associated with an increase in housing. This issue will be briefly discussed in the Initial Study Checklist.

Public Services. Implementation of the Proposed Project could affect public services, including law enforcement and fire protection. AES will complete the following tasks to determine the level of potential impacts and the need for mitigation:

- Consider the applicability of relevant local/regional planning policies and ordinances.
- Consider the implementation of the Proposed Project in light of applicable state/federal regulatory frameworks, including:
 - Uniform Fire Code
 - California Health and Safety Code
- Contact local service providers to determine existing service levels in the project area.
- Incorporate findings into the public services section of the IS Checklist and recommend appropriate mitigation measures to reduce any significant impacts.

Transportation and Circulation. Implementation of the Proposed Project would result in a very minor increase in additional traffic along local roadways from the development of two new residences. Given the low volume of traffic that could be generated by the project, it is anticipated that a traffic study will not be required. This issue will be briefly discussed in the Initial Study Checklist.

Utilities and Service Systems. Implementation of the Proposed Project would result in an increased demand for public utilities, including potable water, wastewater treatment, drainage facilities, and solid waste services. AES will complete the following tasks during preparation of the Utilities and Service Systems section of the IS Checklist:

- Consider the Proposed Project in light of applicable state/federal regulatory frameworks, including:
 - California Health and Safety Code
 - Integrated Waste Management Act
 - Water Management Planning Act
 - SB 610 - Water Availability Assessment
- Based on the proposed land uses of the Proposed Project, a Water Supply Assessment is not required under SB 610, which will be duly noted in the IS.
- Coordinate with the Town's Public Works and local service providers to determine existing service levels in the project area. Coordinate with PCWA regarding the use of PCWA water to serve the two new residential parcels.
- In accordance with thresholds provided in Appendix G of the CEQA Guidelines, evaluate physical environmental impacts resulting from proposed improvements to utility systems. This task assumes no off-site improvements will be required to meet the demands of the project.
- Incorporate findings into the utilities and service systems section of the IS Checklist and recommend appropriate mitigation measures to reduce any significant impacts

Deliverables: AES will provide the Town with 3 hardcopies, a PDF and electronic copy of the Administrative Draft IS. Appendices will not be included in the hardcopy submittals.

Task 3: Public Draft Initial Study/Mitigated Negative Declaration

AES will incorporate comments from the Town on the Administrative Draft IS and prepare the IS/MND for public circulation. AES will prepare a draft Notice of Intent to adopt an MND for the project. It is assumed that the Town will distribute the NOI to interested parties and post on its website. The Town will be responsible for the coordination and costs of publishing the NOI in a local newspaper. Being a few blocks away, AES will deliver the IS/MND and NOI to the State Clearinghouse, if determined to be necessary (CEQA requires filing with the State Clearinghouse if a permit is needed from a state agency).

Deliverables: AES will produce 6 bound hardcopies, 1 unbound hardcopy, and 1 PDF copy for submittal to the Town. Appendices will not be included in the hardcopy submittals. In addition, AES will produce 15 CD copies of the IS/MND and 15 hardcopies of the NOI and Summary for submittal as required to the State Clearinghouse for transmittal to state agencies.

Task 4: Responses to Comments and Mitigation Monitoring and Reporting Program

AES will compile the public comment letters received on the IS/MND and identify each comment requiring a response. AES will prepare responses to each bracketed comment received during the public review period for the IS/MND. The proposal assumes no more than 10 pages of comments will be received and that no revisions to the IS analysis or conclusions will be necessary to address the comments. Once the mitigation has been approved by Town staff, AES will prepare a Mitigation Monitoring Reporting Program (MMRP) that will identify the agency with implementing and monitoring responsibility, compliance standards for the implementation of mitigation measures, and the necessary timing of mitigation measures.

Deliverables: AES will provide the Town with an electronic copy and hardcopy of the Responses to Comments documents for the IS/MND to support the Town's adoption of the MND. AES will provide 1 hardcopy and 1 electronic copy of the MMRP.

Task 5: Public Hearings

AES will attend and present at public hearings for the IS/MND with the Planning Commission and Town Council (if appealed). AES will respond to questions from decision makers and the public raised at the hearings. AES will assist the Town with preparation of and filing the Notice of Determination for the Proposed Project, assuming that the project is approved. The cost proposal assumes attendance at one hearing and that no presentation will be required.

Task 6: Project Management

AES will manage all aspects of preparation of the IS/MND. This includes facilitating information exchange between the Town, jurisdictional agencies, and other interested parties as appropriate. Under this task, AES will host and participate in up to three (3) conference calls for the IS/MND.

Project Schedule

AES is prepared to start work immediately following an executed contract. AES staff is 100% available to complete the scope of work for the Proposed Project outlined above within the timeframe shown on the following table. This schedule assumes a start date of April 20, 2018.

Task	Task Duration	Anticipated Completion Dates
Task 1. Kick-Off Meeting	1 week	April 27, 2018
Task 2. Preparation of Admin Draft IS	4-6 weeks	June 8, 2018
Administrative Draft IS/MND	2 weeks	June 22, 2018
Town Review		
Task 3. Public Draft IS/MND and MRP	1 week	June 29, 2018
Final Draft IS/MND and MRP	30 days*	July 30, 2018
30-day Public Review		
Task 4. Final IS/MND and MRP	1 week	August 6, 2018
Response to Comments		
Task 5. Public Hearings	As Needed	TBD
Task 6. Project Management	Ongoing	TBD
Conference Calls (Town Staff/AES Team)		

* Can be reduced to 20 days if filing with State Clearinghouse is not required.

Cost

AES proposes to complete the scope of work outlined in this proposal for a firm fixed cost of \$26,120. A breakdown of anticipated costs based on the level of effort anticipated for each task is provided in the following table.

Task 1 - Kick Off Meeting and Project Description	\$2,280
Task 2 - Admin Draft IS	\$17,580
Biological Survey / IS Chapter	\$5,040
Cultural Survey / AB 52 / IS Chapter	\$6,160
Other Chapters	\$6,160
Task 3 - Draft IS/MND	\$2,080
Task 4 - Responses to Comments and MMRP	\$1,860
Task 5 - Public Hearing	\$1,100¹
Task 6 - Project Management/Conference Calls	\$940
Document Production Direct Costs:	\$500
Total Cost	\$26,120

¹ This is the cost for attendance at one hearing.

Key Team Personnel

As previously stated, AES specializes in environmental impact studies, biological surveys, cultural surveys, technical reporting, and environmental compliance for a wide range of public and private clients. The personnel described below have the expertise and experience to provide a wide range of technical support for the Town's environmental compliance needs. Our technical staff includes approximately 30 professionals in a range of disciplines, including biology, cultural resources, geology, hydrology, toxicology, air quality, socioeconomics, land use planning, and geographic information systems. The following key staff members, as well as their proposed alternates, have been identified as having the availability and experience required to perform the services necessary for the Town's project.

Key Personnel / Classification / Role / Expected Hours	Education/Certification & Registration	Relevant Project Experience
David Zweig Role: Principal in Charge Availability: 10%	B.S., Civil Engineering, University of California, Berkeley Registration: California Registered PE (#C048031)	<ul style="list-style-type: none"> ▪ Bickford Ranch Specific Plan Amendment ▪ Hawk Homestead EIR ▪ City of Roseville WRSP Park IS/MND ▪ City of Folsom Econome Park IS/MND ▪ Amoruso Ranch Specific Plan EIR ▪ Pacifica Senior Living Facility IS ▪ Placer County SMD 3 WWTP Abandonment Project
Ryan Sawyer Role: Project Manager Availability: 40%	B.A., Environmental Studies & Geography, University of California, Santa Barbara Certification: American Institute of Certified Planners (#023923)	<ul style="list-style-type: none"> ▪ Bickford Ranch Specific Plan Amendment ▪ Hawk Homestead EIR ▪ City of Roseville WRSP Park IS/MND ▪ Amoruso Ranch Specific Plan EIR ▪ Pacifica Senior Living Facility IS ▪ Placer County SMD 3 WWTP Abandonment Project
Bibiana Alvarez Role: Deputy Project Manager Availability: 40%	B.S., Environmental Resource Science, University of California, Davis Minor: Environmental Policy Analysis and Planning Certifications: Carb Lead Verifier (#H-15-005)	<ul style="list-style-type: none"> ▪ Bickford Ranch Specific Plan Amendment ▪ Hawk Homestead EIR ▪ City of Roseville WRSP Park IS/MND ▪ Amoruso Ranch Specific Plan EIR ▪ Pacifica Senior Living Facility IS ▪ Placer County SMD 3 WWTP Abandonment Project
Trent Wilson Role: Senior Technical Specialist, Water Quality and Hazardous Materials Chapters Availability: 30%	B.S., Environmental Toxicology, University California, Davis Certifications: CARB Lead Verifier (#H-16-205); CARB Lead Offset Verifier (#H2-15-165)	<ul style="list-style-type: none"> ▪ Amoruso Ranch Specific Plan EIR ▪ Bickford Ranch Specific Plan Amendment ▪ Hawk Homestead EIR ▪ City of Folsom Econome Park IS/MND ▪ Placer County SMD 3 WWTP Abandonment Project
Pete Bontadelli Role: Director of Biological Resources and Permitting Availability: 30%	B.A., Political Science, University of California, Davis	<ul style="list-style-type: none"> ▪ Amoruso Ranch Specific Plan EIR ▪ Hawk Homestead EIR ▪ Placer County SMD 3 WWTP Abandonment Project ▪ Thunder Valley Casino Expansion Biological Studies and Reports
Nick Bonzey Role: Senior biologist, Wetland Scientist Availability: 35%	B.S., Ecology and Environmental Science, University of Maine M.S. Candidate, Forestry, Virginia Polytechnic Institute State University Certifications: USFWS Section 10(a)(1)(a) Vernal Pool Branchiopod scientific take permit (Permit #TE-50899B-0); CPESC (#7286); California Qualified SWPPP QSD/QSP (#24037); Certified Professional in Erosion and Sediment Control (CPESC #7286); California	<ul style="list-style-type: none"> ▪ City of Roseville WRSP Park IS/MND ▪ Leisure Lane MND/ND, City of Sacramento Department of Utilities, ▪ SCJ Alliance Parking Lot SWPPP ▪ Wilton Casino EIS ▪ Hawk Homestead EIR ▪ Fulcrum Property Mixed-Use Development Infill Project EIR ▪ WINCO Foods Commercial Development Improvement Project

Key Personnel / Classification / Role / Expected Hours	Education/Certification & Registration	Relevant Project Experience
	Scientific Collection Permit: Mammals, Reptiles and Amphibians (Permit # SC-12822); California Plant Voucher Permit; Blunt-nosed leopard lizard surveyor (Level 1); CA Rapid Assessment Method (CRAM) Training; OSHA Safety Training (#700257089)	
Charlane Gross Role: Cultural Resources Specialist Availability: 40%	M.A., Anthropology, San Jose State University B.A., Anthropology, University of California, Berkeley Certifications: Registered Professional Archaeologist	<ul style="list-style-type: none"> ▪ Hawk Homestead EIR ▪ City of Roseville WRSP Park IS/MND ▪ Placer County Bell Road Subdivision Cultural Studies ▪ El Dorado County Vista Village Workforce Housing Project EIR/EIS ▪ Placer County Edgewood Golf Course Redesign Project
Erin Quinn Role: Air Quality/Greenhouse Gas (GHG) Emissions and Noise Specialist Availability: 40%	B.S., Chemistry, University of California, Santa Cruz Certifications: CARB Offset Lead Verifier (#H2-16-133) CARB GHG Lead Verifier (#H-15-115)	<ul style="list-style-type: none"> ▪ Amoruso Ranch Specific Plan EIR ▪ Bickford Ranch Specific Plan Amendment ▪ Pacifica Senior Living Facility IS ▪ City of Roseville WRSP Park IS/MND ▪ City of Folsom Econome Park IS/MND ▪ Placer County SMD 3 WWTP Abandonment Project
Aileen Mahoney Role: Environmental Analyst Availability: 40%	B.S., Environmental Science and Management Minor: Watershed Science University of California, Davis	<ul style="list-style-type: none"> ▪ Amoruso Ranch Specific Plan EIR ▪ Hawk Homestead EIR ▪ City of Roseville WRSP Park IS/MND ▪ Bickford Ranch Specific Plan Amendment ▪ El Dorado County Tilden Park Focused EIR
Glenn Mayfield Role: Graphics and Geographical Information Systems Specialist Availability: 50%	Geographic Information Systems, American River College	<ul style="list-style-type: none"> ▪ Amoruso Ranch Specific Plan EIR ▪ Bickford Ranch Specific Plan Amendment ▪ Hawk Homestead EIR ▪ Pacifica Senior Living Facility IS ▪ City of Roseville WRSP Park IS/MND ▪ City of Folsom Econome Park ▪ Placer County SMD 3 WWTP Abandonment Project ▪ City of Folsom Econome Park IS/MND

Alternate Team Personnel

In the unlikely event that one of more of the key staff listed above is unavailable to complete the project, the role of the unavailable individual would likely be filled by the Project Manager or Deputy Project Manager. For a smaller scale project such as this, this approach would likely be the most efficient and the project manager and deputy project manager will have more than sufficient time dedicated to the project to take on additional responsibilities. The following additional/alternate staff may be assigned to the project on an as needed basis:

Key Personnel / Classification / Role / Expected Hours	Education/Certification & Registration	Relevant Project Experience
Kaitlan Alonzo Role: Biologist Availability: 40%	B.S., Evolution, Ecology, and Biodiversity, University of California, Davis Certification Certified Veterinary Assistant, Certified Environmental Scientist	<ul style="list-style-type: none"> Leisure Lane, Special-Status Survey and MMRP Report Aaron Pott Water Rights Project, Fish Passage Assessment, Wilton Rancheria Miwok Casino Project, Site Survey and Assessment, Carmichael Water District, Site Survey and Monitoring
Amanda Meroux Role: Air Quality Analyst Availability: 40%	B.S., Civil and Environmental Engineering: Minor, Sustainability in the Built Environment, University of California, Davis Certification Civil Engineer-in-Training (EIT)	<ul style="list-style-type: none"> Bloodlines Vineyard Conversion EIR Ciminelli Vineyard Project EIR Mooretown Rancheria Multipurpose Park Project EA The Procter & Gamble Manufacturing Co Verification Report
Megan Sebra Role: Environmental Analyst/Writer Availability: 30%	Bachelor of Science, Geological Sciences, University of California Santa Barbara	<ul style="list-style-type: none"> White Water Right Initial Study Sydney Apartments Initial Study Hawk Homestead EIR Fairbarn Ranch Initial Study Davis Friesen Timber to Vineyard Conversion Project EIR Bloodlines Vineyard EIR
Dana Hirschberg Role: Graphic Designer Availability: 10%		<ul style="list-style-type: none"> Placer County Ellis Creek Fisheries Habitat Evaluation Placer County Gold Run Pipeline Replacement Projects Initial Studies/MNDs Placer County Orchard Creek Benthic Invert Studies, Construction SWPPP Monitoring, NPDES Permits Placer County SMD3 Wastewater Treatment Plant Abandonment EIR/EA Placer County Sheridan WWTP Expansion Initial Study/MND Sunset-Athens Connector Road and Athens Avenue Widening Project EIR and Permitting Support Thunder Valley Casino Expansion SWPPP

Rate Sheet

Employee Category	Hourly Rates
Principal	\$290
Project Director	\$220
Senior Project Manager	\$210
Project Manager	\$205
Analyst III	\$175
Analyst II	\$150
Analyst I	\$135
Archeologist III	\$175
Archeologist II	\$150
Archeologist I	\$135
Biologist III	\$175
Biologist II	\$150
Biologist I	\$135
Sr. Graphics Designer	\$140
Graphic Designer II	\$130
Graphic Designer I	\$115
Planner I	\$125
Office Administrator	\$140
Administrative Assistant III	\$125
Administrative Assistant II	\$115
Administrative Assistant I	\$105
Direct Costs	
Postage/Overnight Mail	Actual cost + 15%
Courier Charges	Actual cost + 15%
Mileage	Federal Rate - currently \$0.545 per mile + 15%
GPS Unit and supporting computer equipment	\$200/day + 15%
Other Direct Costs	Actual cost + 15%
In-house Copying Charges:	
Black & White	\$0.10 per page + 15%
Color	\$1 per page + 15%
CD duplication w/label & case	\$2.50 each + 15%
Subconsultants	Actual cost + 15%

or all of the contemplated uses of the property and/or the Project. Notwithstanding anything in this Agreement to the contrary, the Town retains all authority and discretion granted to it by law to approve, disapprove or modify any of the proposed uses of the Property and/or Project.

The Applicant further understands that the Town shall not be bound by any recommendations or conclusions reached by the Consultants and that the Town may accept or reject, in whole or in part, any such recommendations or conclusions that the Town, in its reasonable and sole discretion, deems to be unreasonable or contrary to the Town's land use ordinances and regulations or State statutes or regulations.

7. Term. The term of this Agreement shall commence on the date that this Agreement is approved by the Town and fully executed by the Parties and shall terminate when all work required by each Consultants' Contract has been completed to the Town's reasonable satisfaction and the Applicant has satisfied all of its obligations under this Agreement including, without limitation, the obligation to pay the Town for all Costs, whether or not paid by the Town to a Consultant prior to the date of termination. The Applicant's obligation to reimburse the Town as provided in this Agreement, as well as Applicant's obligation to indemnify the Town pursuant to Section 7, shall survive the termination of this Agreement.

8. Early Termination. The Town, in its sole discretion, may terminate this Agreement prior to the term set forth in Section 9 above, without cost or liability to the Town, upon thirty (30) days prior written notice to the Applicant. The Applicant, upon thirty (30) days' prior written notice, may, in its reasonable and sole discretion, terminate this Agreement prior to the end of the term set forth in Section 9 above, provided, however, that the Applicant has satisfied all of its obligations under this Agreement to the date of termination regarding reimbursement to the Town of all Costs, and furthermore, that the Applicant has given Town written notice withdrawing its application(s) for the Project.

Within two (2) Town working days following either the Town's decision to terminate this Agreement or the Town's receipt of written notice indicating the Applicant's decision to terminate this Agreement, the Town shall notify the Consultants and instruct them to cease work under any Contracts. The Consultants shall be instructed to bill the Town for any work completed prior to the date of termination of the Consultant Contract.

9. Remedies Upon Default. An event of default shall be deemed to exist upon the occurrence of all of the following:

(a) The Applicant has, without legal justification or excuse, breached any one or more of its obligations under this Agreement; and

(b) The Town has sent written notice to the party claimed to be in default, specifying the default and what actions the non-defaulting party asserts should be taken to remedy the default; and

(c) The Applicant claimed to be in default has not, within ten (10) days following receipt of the written notice described above, either corrected the default or taken actions, reasonably satisfactory to the Town, to remedy the default within a reasonable period of time, but in no event longer than thirty (30) days after receipt of the written notice described in (b) above.

Following an event of default, the Town may exercise any and all remedies available to it pursuant to this Agreement, or at law or in equity, including, without limitation, instituting an action for damages, injunctive relief, or specific performance.

10. Nonwaiver of Rights or Remedies. The Town's failure to exercise any one or more of its rights or remedies under this Agreement shall not constitute a waiver of the Town's right to enforce that right or seek that remedy in the future. No course of conduct or act of forbearance on any one or more occasions by the Town shall preclude the Town from asserting any right to remedy available to it in the future. No course of conduct or act of forbearance on any one or more occasions by the Town shall be deemed to be an implied modification of the terms of this Agreement.

11. Assignability. This Agreement may not be assigned by the Applicant without the prior and express written consent of the Town. In determining whether to approve a request by the Applicant to assign this Agreement, the Town may consider, among other things, the proposed assignee's financial status and commitment to the Project. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee.

12. No Oral Modifications. This Agreement represents the entire understanding of the Town and Applicant and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement may be modified only by a writing signed by the authorized representatives of both the Town and the Applicant. All modifications to this Agreement must be approved by the Town.

13. Binding Upon Successors. This Agreement and each of its terms shall be binding upon the Applicant and its respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

14. Legal Challenges. Nothing herein shall be construed to require Town to defend any third party claims and suits challenging any action taken by the Town with regard to any procedure or substantive aspect of the Town's approval of development of the property and/or the Project, the environmental process, or the proposed uses of the property and/or the Project. The Applicant may, however, in its sole and absolute discretion appear as real party in interest in any such third party and action or proceeding. If the Town defends such action or proceeding, the Applicant shall be responsible and shall reimburse the Town for any and all legal fees and costs that may be incurred by the Town in defense of such action or proceeding. The Town shall have the absolute right to retain such legal counsel as the Town deems necessary and appropriate. Applicant shall reimburse Town in the event of any award of Court costs or attorneys' fees is made against Town in favor of any third party including, but not limited to, a third party challenging either the sufficiency of any environmental documents/certifications or the validity of the Town's approval of the Application in connection with the Property and/or the Project.

15. Attorneys' Fees. In the event that any action or proceeding, including arbitration, is commenced by either the Town or the Applicant against the other to challenge the validity of this Agreement or to enforce any one or more of its terms, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal aid equitable remedies available to it, its actual attorneys' fees and costs of such litigation and/or arbitration, including, without limitation, filing fees, service fees, deposition costs, arbitration of costs and expert witness fees, including actual costs and attorneys' fees on appeal.

16. Jurisdiction and Venue. This Agreement is executed and is to be performed in the Town of Loomis, and any action or proceeding brought relative to this Agreement shall be heard in the appropriate court in the County of Placer, California. The Town and the Applicant each consent to the personal jurisdiction of the court in any such action or proceeding.

17. Time is of the Essence. Except as otherwise expressly stated, time is of the essence in the performance of each and every action required of Applicant pursuant to this Agreement.

18. Covenant of Further Assurances. The Applicant shall take all other actions and execute all other documents, which are reasonably necessary to effectuate this Agreement.

19. Interpretation. The Town and the Applicant agree that this Agreement is the product of mutual negotiations and is an arms-length transaction. Each party has negotiated this Agreement with the advice and assistance of legal counsel of its own choosing.

It is further agreed that the terms of this Agreement shall be construed in accordance with the meaning of the language and shall not be construed for or against either party by reason of authorship and the rule that ambiguities in a document shall be construed against the drafter of the document shall have no application to this Agreement. In construing and interpreting this Agreement, the finder of fact shall give effect to the mutual intention of the Town and the Applicant, notwithstanding such ambiguity, and may refer to the facts and circumstances under which this Agreement is made and such other extraneous evidence as may assist the finder of fact in ascertaining the intent of the Town and the Applicant.

20. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, the Town and the Applicant both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

21. Headings. The headings of each section of this Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each section.

22. Representations of Authority. Each party signing this Agreement on behalf of a party which is not a natural person hereby represents and warrants to the other party that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

23. Notices. Notices required under this Agreement shall be sent to the following:

If to the Town:

Town of Loomis
Attn: Town Manager
3665 Taylor Road
Loomis, CA 95650

If to the Applicant:

Rod & Elizabeth Enright
6010 Nute Road
Loomis, CA 95650

Michael & Christina Kaluza
6090 Nute Road
Loomis, CA 95650

Notices given pursuant to this Agreement shall be deemed received as follows:

- (a) If sent by United States Mail – five (5) calendar days after deposit into the United States Mail, first class postage paid.
- (b) If by facsimile – upon transmission and actual receipt by the receiving party.
- (c) If by express courier service or hand delivery – on the date of receipt by the receiving party.

The addresses to notices set forth in this Section 24 may be changed upon written notice of such change to either the Town or the Applicant, as appropriate.

24. Days. Unless otherwise specified to the contrary, "days" in this Agreement shall mean calendar, not business, days.

25. Public Record. This Agreement shall be a public record of the Town.

**TOWN OF LOOMIS,
a municipal corporation**

Dated: 4/23/18

By: 
Town Manager

ATTEST:

Town Clerk

and

Dated: April 20, 2018

By: 
Rod Enright

Dated: April 20, 2018

By: 
Elizabeth Enright

Dated: 4/20/2018

By: 
Michael Kaluza

Dated: 4-20-2018

By: 
Christina Kaluza

Town of Loomis
OFFICIAL RECEIPT

Receipt No:	26801	Date:	4/27/2018
Receipt Type	Account	Description	Amount
General	GL	Nute Road MLD	\$26,120.00

Paid By:
Nute Road MLD
reimbursement account

Sub-Total	\$26.120.00
Tax	\$0.00
Discount	\$0.00
Total	<u>\$26.120.00</u>
CHECK	<u>\$26.120.00</u>

Special Resources

AES has an extensive background working within Placer County on projects of various sizes and complexities. This experience includes recent work on projects adjacent to the Town, including the Hawk Homestead EIR and Bickford Ranch EIR Addendum. Our experience working in Placer County and in the project vicinity gives AES a preexisting knowledge of the environmental conditions as well as local regulations and procedures for the Town's project area. As a midsize firm, AES has sufficient in-house staff to efficiently meet all of the environmental compliance needs of the project. AES staffing levels allow us to complete projects of varying magnitudes while staying attuned to the budget and schedule. The AES office is less than 30-minutes from Loomis, thus we can guarantee the Town a high level of responsiveness throughout the project duration.

Subcontractors

As a full service company, AES has the in-house expertise to address the needs of the Project thoroughly. Thus, we do not anticipate the need to utilize any subconsultants.

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By:

Title

AGREEMENT FOR ADVANCEMENT OF FUNDS, REIMBURSEMENT AND INDEMNIFICATION FOR PREPARATION OF PLANNING PERMITS, REPORTS, STUDIES AND ENVIRONMENTAL REVIEW DOCUMENTS AS REQUIRED BY THE LOOMIS MUNICIPAL CODE AND THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

This Agreement ("Agreement") is made this 23 day of April 2018, by and between the Town of Loomis, a municipal corporation (the "Town"), and Rod Enright, Elizabeth Enright, Michael Kaluza and Christina Kaluza (the "Applicants"). The Town and Applicant are collectively referred to as the "Parties."

RECITALS

This Agreement is made with respect to the following facts:

A. The Applicants are the owners of that certain real property located east of Barton Road, along a private road, Nute Road, within the Town of Loomis, County of Placer, California and further identified as APNs: 045-170-071, and 072 (the "Property").

B. The Applicants request a Minor Land Division (MLD) to divide the 67.6 acres into four lots and a remainder subject to the preparation of an Initial Study and Mitigated Negative Declaration (IS\MND) as required by the California Environmental Quality Act (CEQA). All of the above shall be referred to collectively as the "Project."

C. As a condition to the Town's completion of the IS\MND, the Applicant has agreed to advance an initial deposit and to subsequently reimburse the Town for all costs, fees, and expenses related to the IS\MND in the manner and amounts set forth in this Agreement whether such fees, costs, or expenses are incurred before or after Applicant submits a formal application to the Town and whether Applicant pursues any such application to completion. The Applicant's reimbursement of Town costs, fees, and expenses under this Agreement is for the purpose of ensuring that Town has the necessary resources to diligently and efficiently process the IS\MND.

D. It is the intent of this Agreement that Applicant shall pay for all fees, costs, and expenses associated with the processing of a project application. This includes but is not limited to the IS\MND, preparation of all documentation, agreements, studies, analyses, legal services, and any other activity reasonably associated with the Project, which will include, but not be limited to, the cost of in-house Town staff time and any consultants retained by the Town, and that this Agreement shall be construed broadly to further this intent.

AGREEMENT

NOW, THEREFORE, the Parties agree to as follows:

1. Incorporation of Recitals. The parties agree that the Recitals constitute the factual basis upon which Town and Applicant have entered into this Agreement. The Town and Applicant each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

RECEIVED

APR 23 2018

TOWN OF LOOMIS

2. Town May Retain Consultants. As a necessary and indispensable part of its fact finding process relating to the review of the Applicant's proposed Project, the Town may retain, by means of contracts ("Consultants' Contract") in its reasonable and sole discretion, the services of Consultants to provide such environmental, fiscal, planning, public information, and legal advice as the Town may deem necessary in its sole discretion. The identity of the Consultants employed shall be as determined by the Town in its reasonable and sole discretion. The Town reserves the right, in its reasonable and sole discretion, to amend the Consultants' scope of work as it deems necessary and appropriate where such amendments are reasonably necessary and related to the Town's proper review and consideration of the Applicant's Project EIR. The Town may also replace Consultants at any time without consulting with the Applicant or obtaining the Applicant's approval. Notwithstanding the Applicant's reimbursement obligations under this Agreement, the Applicant agrees that the Consultants selected by the Town shall be the exclusive contractors of the Town and not of the Applicant.

3. Applicant to Cooperate with Consultants. The Applicant agrees to cooperate in good faith with the Consultants. The Applicant further agrees that it will instruct its agents, employees, consultants, contractors and attorneys to reasonably cooperate with the Town's Consultants and to provide all necessary documents or information reasonably requested of them by the Consultants; provided, however, that the foregoing shall not require the disclosure of any documents or information of the Applicant which by law is privileged, proprietary, confidential, or exempt from disclosure under the Public Records Act, to the extent permissible by law.

4. Applicant's Advancement of Costs and Reimbursement of Expenditures. Applicant hereby agrees to advance to the Town the sum of \$26,120 (the "Funds") which Funds shall be used to reimburse the Town for costs incurred in analyzing the environmental impacts of and processing the application for the Project. Applicant understands and agrees that the term "Project", as used in this Agreement, includes any changes or modifications to the Project and any and all application(s) for permits or other approvals required by Applicant or otherwise required in connection with the Town's review of the Project. Applicant acknowledges that:

A. The advance of Funds shall be made to the Town upon execution of this Agreement.
B. If, after completion of all Town work related to the Project, any portion of the Funds has not been expended or committed for expenditure, the Town shall return to Applicant such unexpended or uncommitted amount.

C. Applicant fully understands and agrees to each of the following:

i. Applicant acknowledges that the Funds paid herewith may not be adequate to fully reimburse the Town for costs incurred in connection with the Project, and that periodically, as the need arises, Applicant may be called upon to make further deposits. In the event, for any reason, the Town's request for further deposit from Applicant is not fully satisfied, the Town reserves the right to cease processing the Project and to cancel any pending application(s).

ii. Applicant agrees to bring the account current through the date of any public meeting of the Town related to consideration of the Project, prior to the date of the meeting. Applicant shall pay the charges estimated by the Town for work to be performed through the date of the meeting.

iii. The Funds shall be deposited to the Town's Revolving Trust Fund and shall be accounted for by the Town in the manner in which Revolving Trust Fund monies are normally accounted

for. The Funds shall be used, in the sole discretion of the Town, to fund or aid in the funding of certain services, studies, activities, supplies and the costs incurred by the Town in connection with the Project. These include but are not limited to review of application(s), responses to public inquiries regarding applications(s), preparation and administrative review costs of any required environmental documents(s), implementation and inspection of mitigation measures identified in the environmental documents(s), checking for conformance with and implementation of the conditions of approval of applications(s), Town Attorney and consultant costs attributable to the Project, town staff costs attributable to the Project and other items not specifically identified here. The termination of this Agreement will not take place until all conditions of approval and implementation measures of the environmental document are met by the Applicant.

iv. The advance of Funds shall not be contingent on the hiring of any specific employee or consultant. The Town reserves absolute discretion as to the selection, hiring, assignment, supervision and evaluation of any and all employees, contractors, or consultants that may be necessary to assist the Town in connection with the Project. The Town shall have the sole discretion to establish the amount of compensation paid to the employees and the amount of fees paid to the consultants or the consultants' firms that are hired by the Town in connection with the Project. Applicant acknowledges that the Town will be using staff and consultants of the Town in preparing the environmental analysis of the Project.

v. The advance of Funds shall not be dependent upon the Town's approval or disapproval of any Project or any application(s) by Applicant t, or upon the result of any action, and shall in no way influence the Project. Neither Applicant nor any other person providing funding for the Project shall, as a result of such funding, have any expectation as to the outcome of any application or the selection of any alternative favorable to or benefiting Applicant.

vi. Applicant is expressly prohibited from directly or indirectly exercising any supervision or control over any employee, agent or consultant of the town involved in the Project. This prohibition shall be construed to preclude Applicant, its agents or representatives, from providing information to the Town or any employee, agent or consultant of the Town for incorporation into the Project, or from seeking information from the Town, or any employee, agent or consultant of the Town with respect to the Project.

Applicant understands that, despite the Town's efforts to hire qualified Consultants, it is possible that the work of any Consultant may, in the Town's opinion, prove to be defective, which may in turn lead to the Town refusing to pay some portion of Consultants' bills and/or the Town terminating the services of the Consultants. In such situations, the Town may assign, and the Applicant shall accept, the obligation of resolving and/or paying any outstanding bills of such Consultants. If litigation ensues concerning Consultants' bills, Applicant must indemnify, defend, and hold harmless the Town in that regard, except that if the litigation concerns Town's nonpayment to Consultants and Applicant has paid Town for Consultants' fees at issue, Applicant shall not be required to indemnify, defend, and hold harmless the Town in that regard. In any situation in which a Consultant is discharged, the Town will, pursuant to Section 2 through 4, retain other Consultants at Applicant's expense.

5. Indemnification, Defense and Hold Harmless.

(a) Applicant hereby acknowledges and agrees that Applicant shall defend, indemnify, release and hold harmless the Town and its agents, officers, attorneys, elected officials, consultants (whether professional, legal, technical, or other), independent contractors and employees

("the Town's Agents") from any and all damage, liability or loss, or any claim of damage, liability or loss, including without limitation attorneys' fees or costs (including claims for "private attorney general" fees), connected with or arising out of any action, proceeding or alternative dispute resolution process (collectively, "Action") against the Town or the Town's Agents to: (1) attack, set aside, void, or annul the actions of the Town or the Town's Agents related to development of the Project, including without limitation any decision, determination, or action made or taken approving, supplementing or sustaining the Project or any part thereof, or any related approvals or Project conditions imposed by the Town or the Town's Agents concerning the Project; or (2) to impose personal liability against the Town's Agents resulting from or arising out of their involvement in the Project.

(b) In the event of any such Action, the Town and Applicant shall confer and cooperate with each other in response to such Action, including the use of outside consultants and/or legal counsel; however, this Agreement to 'confer and cooperate' shall in no way be construed to limit the Town's independence in its response to such Action, including without limitation, its authority in connection with the retention and/or use of outside consultants and/or legal counsel, nor shall it obligate the Town to in any way compromise or alter its attorney-client relationships or confidences with legal counsel or outside consultants. To the extent that the Town uses any of its resources, including, without limitation, the fees and expenses of outside consultants, attorneys and experts, in responding to any Action, Applicant shall reimburse the Town in accordance with this Agreement for the use of such resources within thirty (30) days of the Town's written demand for payment. Such resources include, but are not limited to, staff time, court costs, and Town Attorney's or other Town legal counsel's, agent's or consultant's time at a rate equal to its total costs, or any other direct or indirect costs associated with responding to the Action. If Applicant does not reimburse all costs associated with responding to the Action within thirty (30) business days of the Town's written demand for payment, interest shall accrue on the unpaid amount at a rate of ten percent (10%) per annum, calculated monthly.

(c) The Town shall promptly notify Applicant of any Action.

(d) The Town may actively participate, at Applicant's expense, in the defense of any Action in which it is named as a party. If the Town retains outside counsel, agents, or consultants at Applicant's expense as part of Town's active participation, then the Town shall exercise sole, reasonable control and supervision over such Agents.

(e) No settlement of any such Action shall be binding on the Town unless the Town approves of the settlement in writing.

6. Town to Retain Absolute Discretion. The Applicant acknowledges and agrees that notwithstanding the Applicant's reimbursement obligations under this Agreement, the Town is not obligated to approve any or all of the proposed uses or permits for the Property, to approve any environmental documents or general plan or municipal code amendments which may be required for any of the uses contemplated for the Property and/or the Project. The Applicant warrants and represents that no Town official, officer, employee, agent or attorney has represented, expressly or impliedly, that the Town will approve any proposed use of the Property and/or the Project. The Applicant understands: that there may be numerous legislative and quasi-judicial decisions to be made by the Town with regard to the development of the Property and/or the Project; that all such decisions of the Town with regard to the Property and/or the Project and the contemplated uses of the property and/or the Project will be made only after compliance with all the Town's statutory and other legal obligations and after considering all appropriate information and evidence; and that such evidence may cause the Town to disapprove any